

EXHIBIT H

CONSUMER LOAN AND ARBITRATION AGREEMENT

Lender: Bottom Dollar Payday
 Mailing Address: Apartado Postal 1434-1200
 San Jose, Costa Rica
 Telephone: 8777123729
 Fax Number: 8667943517

Borrower: KEEYA MALONE
 LOS ANGELES, CA 90041
 Borrower's Bank: J.P. MORGAN CHASE BANK N.A.
 Bank Account Number: [REDACTED]
 Loan Number: 4873251

DEFTS Exhibit 4 for ID
 MALONE
 PP 11-23-15
 Lindsay Pinkham CSR 3716 CRR

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	Finance Charge	Amount Financed	Total Of Payments
The cost of my credit as a yearly rate	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.
758.575%	\$75.00	\$500.00	\$575.00

PAYMENT SCHEDULE. Your payment schedule will be one payment of \$575.00 due on December 7, 2012 ("Payment Due Date"). On the due date, your loan will automatically be extended for an additional equal term unless you notify us that you decline such an extension. You must notify us that you decline such an extension by telephoning us, toll-free, at 8777123729, at least three business days prior to the maturity of your loan. If your loan is automatically extended, you will pay the finance charge of \$75.00 only on December 7, 2012. You will access new finance charges with every extension of your loan. On your fifth extension and every extension thereafter, your loan principal must be paid down by 5% of the original principal. This means on your payment date your bank account will be debited 5% of the original principal, plus the applicable finance charge.

SECURITY. This loan is unsecured.

PREPAYMENT. If you repay this loan early, you will not have to pay a penalty and you will not be entitled to a refund of any portion of the finance charge. See Agreement below for additional information about non-payment, default and any required repayment in full before the scheduled date.

You promise to pay to the order of Lender, in Charlestown, Nevia, West India, any and all sums due hereunder. In this Agreement, the terms "Lender," "we," "our" and "us" means Bottom Dollar Payday. "You" and "your" mean the borrower specifically referenced in this Agreement. In consideration of our providing you a loan, you agree to all terms of this Agreement.

1. **AUTHORIZATION.** You represent that all account and other information provided by you are correct. You agree not to close the account on which payment is due. If your check, bank draft, EFT or ACH transaction is returned for insufficient funds, we will charge you an additional \$25 each time it is returned. You authorize us or any collection agency which we designate to collect all amounts owing hereunder, including without limitation all collection agency fees, through the use of one or more checks, bank drafts, EFT or ACH transactions. You agree and consent to telephone contact by the lender, its agents and third-party collectors including the use of automatic telephone dialing systems or autodialers. This includes cellular, home and work telephone numbers, as well as any other telephone number you have provided in conjunction with this loan. You understand and agree that this right does not constitute a security interest. You may make different payment arrangements with us at the time you enter into this Agreement if you do not wish to use an EFT or ACH transaction. You authorize us to obtain your credit information from consumer credit reporting agencies. Collection and use of bank account information: If we extend credit to a consumer, we will consider the bank account information provided by the consumer as eligible for us to process payments against. In addition, as part of our information collection process, we may detect additional bank accounts under the ownership of the consumer. We will consider these additional accounts to be part of the application process.

2. **FUNDS TRANSFER.** Lender makes loan proceeds available on the business day following the date of this transaction without additional charge. If, at your election made before 2:00 p.m. Eastern Time on a business day, you request that the loan proceeds be made available on the same day, a wire transfer fee of up to \$20, payable to Lender's U.S. administrator, will be imposed; this fee will be deducted from the loan proceeds.

3. **LOAN EXTENSION.** Upon any extension of the term of this loan, the new maturity date will be a date set by Lender which will be approximately two weeks following the previous maturity date. The finance charge for the extended term, and for and for any additional extended term thereafter, will be \$30 per \$100 of loan principal.

4. **RECISSION.** You have the right to rescind this Agreement without incurring any fee if the amount borrowed in full, is returned to us on or before the close of business of the business day following the day on which such sum was delivered to you.

5. **ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL.** (a) Arbitration is a process in which persons with a dispute: (i) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their dispute; and (ii) agree, instead, to submit their disputes to a neutral third person (an arbitrator) for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision.

(b) **YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:** For purposes of this Agreement, the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation: (i) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Agreement, the validity and scope of this Agreement and any claim or attempt to set aside the Agreement; (ii) all federal or state law claim, dispute or controversy, arising from or relating directly or indirectly to this Agreement, the information you gave us before entering into the Agreement, including the Customer Application, and or any past agreement or agreements between you and us; (iii) all contract claims, cross-claims and third-party claims; (iv) all common law claims based upon contract, tort, fraud, or other intentional tort; (v) all claims based upon a violation of any state or federal constitution, statute or regulation; (vi) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (vii) all claims asserted by you individually against us and or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (viii) all claims asserted on your behalf by another person; (ix) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and or related third parties (hereinafter referred to as "Representative Claims"); and (x) all claims arising from or relating directly or indirectly to the disclosures by us or related third parties of any non-public personal information about you.

(c) By entering into this Agreement: (i) **YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;** (ii) **YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;** and (iii) **YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.**

(d) Except as provided in Paragraph 5(i) below, all disputes, including any Representative Claims against us and or related third parties, shall be resolved by binding arbitration only on an individual basis with you. **THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

(e) Any party to a dispute, including related third parties, may send the other party written notice by certified or registered mail, return receipt requested, of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select any of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879, <http://www.adr.org>), or JAMS (1-800-352-5267, <http://www.jamsadr.com>). However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrates pursuant to such arbitrator's rules. The party receiving notice of arbitration will respond in writing by certified or registered mail, return receipt requested, within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Agreement, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

(f) You (but not Lender) have the sole and unfettered right to reject arbitration as a means of resolving disputes at any time within seven (7) days following your signature on this Agreement. That is, if, after signing this arbitration provision, you choose to not to be bound by it, then you can reject arbitration by giving notice of rejection of arbitration by certified or registered mail, return receipt requested, to Lender at its address for notices specified in this Agreement, postmarked within seven days following your signature hereon. No particular form of notice is required. You cannot reject arbitration after the seventh day following the date of your signature on this Agreement.

(g) If you demand arbitration, then at your request we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). If related third parties or we demand arbitration, then at your written request we will advance your portion of the Arbitration Fees. Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county or in the county in which the transaction under this Agreement occurred, or in such other place as shall be ordered by the arbitrator. The arbitrator may decide with or without any hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction. If allowed by statute or applicable law, the arbitrator may award you statutory damages and or your reasonable attorneys' fees and expenses. Regardless of whether the arbitrator renders a decision or an award in your favor resolving the dispute, you will not be responsible for reimbursing us for your portion of the Arbitration Fees.

(h) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of Lender's last written settlement offer made before an arbitrator was selected, then Lender will: (a) pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and (b) pay your attorney, if any, twice the amount of attorney's fees and expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing and pursuing your claim in arbitration ("the attorney premium"). If Lender did not make a written offer to settle the dispute before an arbitrator was selected, your attorney and you will be entitled to receive both the alternative payment and the attorney premium if the arbitrator awards you any relief on the merits.

The arbitrator may make rulings and resolve disputes as to payment and reimbursement of fees, expenses, and the alternative payment and the any premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. The right to attorneys' fees and expenses discussed in this paragraph supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs.

(1) All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute that cannot be adjudicated within the jurisdiction of a small claims tribunal shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.

(2) This Agreement is made pursuant to a transaction involving commerce and shall be governed by the United States Federal Arbitration Act ("FAA"). If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to this transaction, then our agreement to arbitrate shall be governed by the arbitration law of Navis, West Indies.

This Agreement is binding upon and benefits both parties respective heirs, successors and assigns. The arbitration and class action waiver provisions of this Agreement continue in full force and effect, even if your obligations have been paid or discharged through bankruptcy. The arbitration and class action waiver provisions survive any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing.

6. **Notices.** Except as otherwise provided in the Agreement, you specifically agree that all notices required to be sent to you are effective when mailed or delivered to your last known mail or e-mail address as identified in our records. You agree that we may send or provide by electronic communication any notice, communication, disclosure amendment or replacement to the Agreement. All notices to us should be forwarded to Bottom Dollar Payday, Apartado Postal 1434-1200, San Jose, Costa Rica, or faxed to 866-7543247.

7. **Governing Law.** This Agreement is made and accepted in Navis, and shall be governed by the law of Navis, without regard to its choice of law rules, except that the arbitration provisions will be governed by the FAA. This governing law provision applies no matter where you reside.

8. **General.** The parties do not intend the benefits of this Agreement to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such third party. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable. You may not assign the Agreement to any other party. We may assign the Agreement or delegate any or all of our rights and duties under the Agreement to any third party without notifying you. No delay or omission by us in exercising any rights or remedies hereunder shall impair or waive such right or remedy.

9. **Wireless Policy.** By opting-in you are providing consent to use personal information to provide the services you've requested, including services that display customized content and advertising. Your provider's Msg & Data Rates may apply to our confirmation and all subsequent SMS messages. You may opt-out and remove your SMS information by sending "STOP", "END", "CANCEL", "UNSUBSCRIBE" or "QUIT" to the SMS text message you have received. If you remove your SMS information from our database, your number will no longer be used for secondary purposes, disclosed to third parties and used by us for third parties to send promotional correspondence to you.

Data obtained from you in connection with this SMS service may include your name, address, cell phone number, your provider's name, the date & time, and content of your messages. We will not be liable for any delays in the receipt of any SMS messages, as delivery is subject to effective transmission from your network operator. SMS message services are provided on an AS IS basis. To view our Terms & Conditions visit www.bottomdollarpayday.com/privacy-policy.html or call our Toll-free 24-hour Opt-in Opt-out line 833-449-6346.

For help, email us at customerservice@bottomdollarpayday.com or call 877-123799. Request help, get contact information or additional information regarding our texting services anytime from your mobile device by replying with the word "HELP" to the message you receive.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between us and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral. This Agreement, including the provisions of this Section, may not be modified except by written amendment signed by both parties.

BY SIGNING BELOW, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD ALL THE TERMS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE AGREEMENT TO ARBITRATE ALL DISPUTES AND NOT TO PARTICIPATE IN CLASS ACTION.

<i>(step 1 of 3)</i> KEEYA MALONE KEEYA MALONE (Signed: November 29, 2012)		
<i>Please wait while page refreshes after each signature.</i>		
Signature	Date: November 29, 2012	Contract#: 4873251

EXHIBIT I

CONSUMER LOAN AND ARBITRATION AGREEMENT

Lender: Bottom Dollar Payday Borrower: KEEYA MALONE
 4401 W 59 ST
 LOS ANGELES, CA 90043

Mailing Address: Apartado Postal 1434-1200
 San Jose, Costa Rica

Telephone: 8777123729

Fax Number: 8667913247

Borrower's Bank: J.P. MORGAN CHASE BANK, N.A.
 Bank Account Number: 4411112735
 Loan Number: 5274362

DEPTS Exhibit S for ID
 Witness: MALONE
 P 1 of 2 PP 11-28-15
 Lindsay Bingham CSR 2746 CRR

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	Finance Charge	Amount Financed	Total Of Payments
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.
%	\$0.00	\$500.00	\$500.00

PAYMENT SCHEDULE. Your payment schedule will be one payment of \$500.00 due on January 22, 2013 ("Payment Due Date"). On the due date, your loan will automatically be extended for an additional equal term unless you notify us that you decline such an extension. You must notify us that you decline such an extension by telephoning us, toll-free, at 8777123729, at least three business days prior to the maturity of your loan. If your loan is automatically extended, you will pay the finance charge of \$0.00 only on January 22, 2013. You will accrue new finance charges with every extension of your loan. On your fifth extension and every extension thereafter, your loan principal must be paid down by 5% of the original principal. This means on your payment date your bank account will be debited 5% of the original principal, plus the applicable finance charge.

SECURITY. This loan is unsecured.

PREPAYMENT. If you repay this loan early, you will not have to pay a penalty and you will not be entitled to a refund of any portion of the finance charge. See Agreement below for additional information about non-payment, default, and any required repayment in full before the scheduled date.

You promise to pay to the order of Lender, in Charlestown, Nev., West Union, any and all sums due hereunder. In this Agreement, the terms "Lender," "us," "our" and "us" means Bottom Dollar Payday "You" and "your" mean the borrower specifically referenced in this Agreement. In consideration of our providing you a loan, you agree to all terms of this Agreement.

1. **AUTHORIZATION.** You represent that all account and other information provided by you are correct. You agree not to close the account on which payment is due. If your check, bank draft, EFT or ACH transaction is returned for insufficient funds, we will charge you an additional \$25 each time it is returned. You authorize us or any collection agency which we designate to collect all amounts owing hereunder, including without limitation all collection agency fees, through the use of one or more checks, bank drafts, EFT or ACH transactions. You agree and consent to telephone contact by the lender, its agents and third-party collectors including the use of automatic telephone dialing systems or autodialers. This includes cellular, home and work telephone numbers, as well as any other telephone number you have provided in conjunction with this loan. You understand and agree that this right does not constitute a security interest. You may make different payment arrangements with us at the time you enter into this Agreement if you do not wish to use an EFT or ACH transaction. You authorize us to obtain your credit information from consumer credit reporting agencies. Collection and use of bank account information: If we extend credit to a consumer, we will consider the bank account information provided by the consumer as eligible for us to process payments against. In addition, as part of our information collection process, we may detect additional bank accounts under the ownership of the consumer. We will consider these additional accounts to be part of the application process.

2. **FUNDS TRANSFER.** Lender makes loan proceeds available on the business day following the date of this transaction without additional charge. If, at your election made before 2:00 p.m. Eastern Time on a business day, you request that the loan proceeds be made available on the same day, a wire transfer fee of up to \$20, payable to Lender's U.S. administrator, will be imposed; this fee will be deducted from the loan proceeds.

3. **LOAN EXTENSION.** Upon any extension of the term of this loan, the new maturity date will be a date set by Lender which will be approximately two weeks following the previous maturity date. The finance charge for the extended term, and for and for any additional extended term thereafter, will be \$30 per \$100 of loan principal.

4. **RECISSION.** You have the right to rescind this Agreement without incurring any fee if the amount borrowed, in full, is returned to us on or before the close of business of the business day following the day on which such sum was delivered to you.

5. **ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL.** (a) Arbitration is a process in which persons with a dispute: (i) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (ii) agree, instead, to submit their disputes to a neutral third person (an arbitrator) for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision.

(b) **YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:** For purposes of this Agreement, the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation: (i) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Agreement, the validity and scope of this Agreement and any claim or attempt to set aside the Agreement; (ii) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Agreement, the information you gave us before entering into the Agreement, including the Customer Application, and or any past agreement or agreements between you and us; (iii) all counterclaims, cross-claims and third-party claims; (iv) all common law claims based upon contract, tort, fraud, or other intentional tort; (v) all claims based upon a violation of any state or federal constitution, statute or regulation; (vi) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (vii) all claims asserted by you individually against us and or any of our employees, agents, directors, officers, shareholders, government, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and or equitable or injunctive relief; (viii) all claims asserted on your behalf by another person; (ix) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and or related third parties (hereinafter referred to as "Representative Claims"); and or (x) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

(c) By entering into this Agreement: (i) **YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;** (ii) **YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;** and (iii) **YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.**

(d) Except as provided in Paragraph 5(i) below, all disputes, including any Representative Claims against us and or related third parties, shall be resolved by binding arbitration only on an individual basis with you. **THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION. THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

(e) Any party to a dispute, including related third parties, may send the other party written notice by certified or registered mail, return receipt requested, of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of the demands arbitration, you shall have the right to select any of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879, <http://www.adr.org>), or JAMS (1-800-352-5267, <http://www.jamadr.com>). However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. The party receiving notice of arbitration will respond in writing by certified or registered mail, return receipt requested, within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Agreement, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

(f) You (but not Lender) have the sole and unfettered right to reject arbitration as a means of resolving disputes at any time within seven (7) days following your signature on this Agreement. That is, if, after signing this arbitration provision, you choose to not be bound by it, then you can reject arbitration by giving notice of rejection of arbitration by certified or registered mail, return receipt requested, to Lender at its address for notices specified in this Agreement, postmarked within seven days following your signature hereon. No particular form of notice is required. You cannot reject arbitration after the seventh day following the date of your signature on this Agreement.

(g) If you demand arbitration, then at your request we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). If related third parties or we demand arbitration, then at your written request we will advance your portion of the Arbitration Fees. Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county, or in the county in which the transaction under this Agreement occurred, or in such other place as shall be ordered by the arbitrator. The arbitrator may decide with or without any hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction. If allowed by statute or applicable law, the arbitrator may award you statutory damages and or your reasonable attorneys' fees and expenses. Regardless of whether the arbitrator renders a decision or an award in your favor resolving the dispute, you will not be responsible for reimbursing us for your portion of the Arbitration Fees.

(h) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of Lender's last written settlement offer made before an arbitrator was selected, then Lender will: (a) pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and (b) pay your attorney, if any, twice the amount of attorneys' fees and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing and pursuing your claim in arbitration ("the attorney premium"). If Lender did not make a written offer to settle the dispute before an arbitrator was selected, your attorney and you will be entitled to receive both the alternative payment and the attorney premium if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of attorneys' fees and expenses discussed in this paragraph supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover

OTHER APPLICABLE LAW. A final, non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to this transaction, then our agreement to arbitrate shall be governed by the arbitration law of Nevada, West Indies.

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(f) This Agreement is made pursuant to a transaction involving commerce and shall be governed by the United States Federal Arbitration Act ("FAA"). If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to this transaction, then our agreement to arbitrate shall be governed by the arbitration law of Nevada, West Indies.

This Agreement is binding upon and benefits both parties respective heirs, successors and assigns. The arbitration and class action waiver provisions of this Agreement continue in full force and effect, even if your obligations have been paid or discharged through bankruptcy. This arbitration and class action waiver provisions survive any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing.

6. Notices. Except as otherwise provided in the Agreement, you specifically agree that all notices required to be sent to you are effective when mailed or delivered to your last known mail or e-mail address as identified in our records. You agree that we may send or provide by electronic communication any notices, communication, disclosure amendment or replacement to the Agreement. All notices to us should be forwarded to Bottom Dollar Payday, Apartado Postal 1434-1200, San Jose, Costa Rica, or faxed to 3867943247.

7. Governing Law. This Agreement is made and accepted in Nevada, and shall be governed by the law of Nevada, without regard to its choice of law rules, except that the arbitration provisions will be governed by the FAA. This governing law provision applies no matter where you reside.

8. General. The parties do not intend the benefits of this Agreement to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such third party. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable. You may not assign the Agreement or delegate any or all of our rights and duties under the Agreement to any third party without notifying you. No delay or omission by us in exercising any rights or remedies hereunder shall impair or waive such right or remedy.

9. Wireless Policy. By opting-in you are providing consent to us personal information to provide the services you've requested, including services that display customized content and advertising. Your provider's Msg & Data Rates may apply to our confirmation and all subsequent SMS messages. You may opt-out and remove your SMS information by sending "STOP", "END", "CANCEL", "UNSUBSCRIBE" or "QUIT" to the SMS text message you have received. If you remove your SMS information from our database, your number will no longer be used for secondary purposes, disclosed to third parties and used by us for third parties to send promotional correspondence to you.

Data obtained from you in connection with this SMS service may include your name, address, cell phone number, your provider's name, the date & time, and content of your messages. We will not be liable for any delays in the receipt of any SMS messages, as delivery is subject to effective transmission from your network operator. SMS message services are provided on an AS IS basis. To view our Terms & Conditions visit www.bottomdollarpayday.com/privacy-policy.html or call our Toll-free 24-hour Opt-in Opt-out line 8884496546.

For help, email us at customerservice@bottomdollarpayday.com or call 877723729. Request help, get contact information or additional information regarding our texting services anytime from your mobile device by replying with the word "HELP" to the message you receive.

10. Entire Agreement. This Agreement constitutes the entire agreement between us and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral. This Agreement, including the provisions of this Section, may not be modified except by written amendment signed by both parties.

BY SIGNING BELOW, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD ALL THE TERMS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE AGREEMENT TO ARBITRATE ALL DISPUTES AND NOT TO PARTICIPATE IN CLASS ACTION.

ACH AUTHORIZATION

You authorize Lender to initiate credit and debit entries to the bank account indicated below for all amounts owing in connection with this Agreement in accordance with the section titled Authorization below, including without limitation all principal amounts, finance charges, service fees, returned item fees and collection agency fees. This authorization shall remain in full force and effect until Lender has received a written notice of revocation from You in such form and manner as to afford Lender a reasonable opportunity to act upon it.

(step 2 of 3)

Your ABA Number: 322271637

Your Account Number: 4411112735

Signature

NEEYA MALONE (Signed: January 16, 2013)

Date: January 16, 2013

Please wait while page refreshes after each signature

(step 3 of 3)

Log into your account to see your loan information.

EXHIBIT J

Jeffrey Wilens

From: keemalo@aol.com
Sent: Friday, August 30, 2013 7:35 PM
To: Jeffrey Wilens
Subject: Fwd: Courtesy Reminder from Bottom Dollar(Keeya Malone)

DEFS' Exhibit 6 for ID
Witness: MALONE
P. 1 of 2 PP. 11-23-15
Lindsay Pinkham CSR 3716 CRR

-----Original Message-----

From: customerservice <customerservice@bottomdollarpayday.com>
To: KEEMALO <KEEMALO@AOL.COM>
Sent: Sun, Jan 13, 2013 9:01 pm
Subject: Courtesy Reminder from Bottom Dollar

You have an upcoming balance due on January 18, 2013.

Dear KEEYA MALONE,

Thank you for being a Bottom Dollar Payday customer. Your loan of 500.00 from Bottom Dollar Payday is due on January 18, 2013. You have 3 options for your convenience to choose from:

1. Extend the loan. In this case, we would just collect the finance fee of 150.00 on your due date. You do not have to notify us if you will be extending the loan, as we will do it for you automatically.
 2. Pay back the loan of 500.00 in full plus the finance fee of 150.00 on the due date. Please send us an e-mail at customerservice@pdl-support.com or call us at 877-712-3729 and notify us by 5 PM CST three days **prior** to your due date.
 3. Pay back a portion of your loan and your finance fee of 150.00. This is a convenient way to pay back your loan over a longer period of time and reduce your fees. Please send us an e-mail at customerservice@pdl-support.com or call us at 877-712-3729 and notify us by 4 PM CST three days **prior** to your due date.
- * On your 5th due date your loan will automatically pay down by 5% of the original principal balance plus the finance fee, and will continue to pay down by 5% of the original loan amount in addition to the finance fee on each following due date until the loan has been successfully paid off.

Based on the option you have chosen, please make sure the money is available in the bank account listed in your application on January 18, 2013 to avoid incurring any additional fees.

If you have any questions or need any further assistance, we are here to help. Do not hesitate to contact us by e-mail at customerservice@pdl-support.com or by calling 877-712-3729.

*** Please note that we are open on the weekends for your convenience. ***



Finance
CALL CENTER SUPPORT

[Click Here to Talk with a
Customer Service Agent](#)

Sincerely,

Customer Service

1
MALONE005

Bottom Dollar Payday

877-712-3729

customerservice@pdlsupport.com

Hours of Operation

8 am to 5 pm CST

7 days a week

EXHIBIT K

Jeffrey Wilens

From: keemalo@aol.com
Sent: Friday, August 30, 2013 7:31 PM
To: Jeffrey Wilens
Subject: Fwd: Notice of Payment from Bottom Dollar(Keeya Malone)

DEFTS' Exhibit 8 for ID
Witness: MALONE
R 1 of 1 PP 11-23-15
Lindsay Pinkham CSR 3716 CRR

-----Original Message-----

From: customerservice <customerservice@bottomdollarpayday.com>
To: KEEMALO <KEEMALO@AOL.COM>
Sent: Tue, Jan 22, 2013 10:15 pm
Subject: Notice of Payment from Bottom Dollar

Dear KEEYA MALONE,

Thank you very much for your payment of 150.00.

We value your business, and if we can be of any further assistance, feel free to contact us by e-mail at customerservice@pdlsupport.com or by calling us toll-free at 877-712-3729.

*** Please note that we are open on the weekends for your convenience. ***



Finance
call center support

[Click Here to Talk with a
Customer Service Agent](#)

Sincerely,

Customer Service

Bottom Dollar Payday
877-712-3729
customerservice@pdlsupport.com

Hours of Operation
8 am to 5 pm CST
7 day a week

EXHIBIT L

Jeffrey Wilens

From: keemalo@aol.com
Sent: Friday, August 30, 2013 7:26 PM
To: Jeffrey Wilens
Subject: Fwd: An Update from Chase About Your Claim(Keeya Malone)

DEFTS' Exhibit 10 for ID
Witness: MALONE
P. 1 of 1 PP 11-23-5
Lindsay Pinkham CSR 3716 CHH

-----Original Message-----

From: chase.customer.claims <chase.customer.claims@info.chase.com>
To: keemalo <keemalo@aol.com>
Sent: Thu, Jan 24, 2013 5:32 am
Subject: An Update from Chase About Your Claim



This is an update about your claim for your Chase account ending in 2735

Dear Keeya S Malone,

We completed our research on your claim #144019562820001. Your claim is approved and \$500.00 has been added to your account. If we receive additional information at a later date that your transaction(s) processed correctly, we may reverse the credit. We'll contact you if this happens.

Thank you for being our customer. We look forward to serving all of your financial needs.

Please call us at 866-564-2262 if you have any questions.

Sincerely,

Marianne Szawaluk

Marianne Szawaluk
Managing Director
Chase Customer Claims

ABOUT THIS MESSAGE

If you want to contact Chase, please do not reply to this message, but instead go to www.chase.com. For faster service, please enroll or log in to your account. Replies to this message will not be read or responded to.

Your personal information is protected by advanced technology. For more detailed security information, view our [Online Privacy Notice](#). To request in writing: Chase Privacy Operations, P.O. Box 659752, San Antonio, TX 78265-9752

JPMorgan Chase Bank, N.A. Member FDIC
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LCM5430612

EXHIBIT M

DONALD J. PUTTERMAN (BAR NO. 90822)
 PUTTERMAN LOGAN LLP
 580 California Street, 12th Floor
 San Francisco, CA 94104

Mail service address:
 2175 N. California Blvd, Suite 805
 Walnut Creek, California 94596

Tel: (415) 839-8779
 Fax: (415) 376-0956
 E-mail: dputterman@plglawyers.com
 Attorneys for Defendants MoneyMutual, LLC; London Bay
 Capital, LLC; Montel Williams; Glenn McKay; PartnerWeekly,
 LLC; TSS Acquisition Company, LLC; John Hashman; Brian
 Rauch; Selling Source, LLC

DEFTS Exhibit 14 for ID
 Witness: MALONE
 R 1 of 54 PP 11-23-15
 Lindsay Pinkham CSA 3716 CRR

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

SEAN L. GILBERT,
 KEEYA MALONE,
 KIMBERLY BILBREW,
 CHARMAINE B. AQUINO on behalf of
 themselves and all persons similarly situated,

Plaintiffs,

v.

BANK OF AMERICA, N.A. et al.,

Defendants..

No. 3:13-cv-01171-JSW

**REQUEST FOR JUDICIAL
 NOTICE IN SUPPORT OF THE
 MONEYMUTUAL DEFENDANTS',
 MONTEL WILLIAMS' MOTION
 TO DISMISS**

Date: January 24, 2014

Time: 9:00 a.m.

Courtroom: 11 – 19th Floor

Pursuant to Federal Rule of Evidence 201, defendants MoneyMutual, LLC; London Bay Capital, LLC; Glenn McKay; PartnerWeekly, LLC; TSS Acquisition Company, LLC; John Hashman; Brian Rauch; Selling Source, LLC (the "MoneyMutual Defendants"), and defendant Montel Williams LLC hereby request that the Court take judicial notice of the following documents in support of their Motion to Dismiss the First Amended Class Action Complaint ("FAC").

1. Screenshots obtained on November 22, 2013 from the URL of the page of MoneyMutual's website entitled "How It Works," <https://moneymutual.com/how-it-works>, attached as Exhibit A to the accompanying Declaration of Donald J. Putterman.

1
2 2. Screenshots obtained on November 22, 2013 from the URL of the page of
3 MoneyMutual's website entitled "The MoneyMutual "Code of Lender Conduct",
4 <https://moneymutual.com/code-of-conduct>, attached as Exhibit B to the accompanying Declaration of
5 Donald J. Putterman.

6 3. Screenshots obtained on November 22, 2013 from the URL of the page of
7 MoneyMutual's website entitled "Information about short term loans,"
8 <https://moneymutual.com/loan-fees-and-repayment>, attached as Exhibit C to the accompanying
9 Declaration of Donald J. Putterman.

10 4. A screenshot obtained on November 22, 2013 from the URL of the page of
11 MoneyMutual's website entitled "Montel Williams Endorses MoneyMutual,"
12 <https://moneymutual.com/montel-williams>, attached as Exhibit D to the accompanying Declaration of
13 Donald J. Putterman.

14 **POINTS AND AUTHORITIES IN SUPPORT OF JUDICIAL NOTICE**

15 **I. LEGAL STANDARD**

16 When ruling on a motion to dismiss, a court may consider any matter that is subject to
17 judicial notice. *MGIC Indem. Corp. v. Weisman*, 803 F.2d 500, 504 (9th Cir. 1986); *Tellabs, Inc. v.*
18 *Makor Issues & Rights, Ltd.*, 551 U.S. 308, 322 (2007). Judicial notice is appropriate for facts "not subject
19 to reasonable dispute" that are either generally known within the jurisdiction of the trial court or
20 are "capable of accurate and ready determination by resort to sources whose accuracy cannot
21 reasonably be questioned." Fed. R. Evid. 201(b). Courts in this District have held that "as a
22 general matter, websites and their contents may be proper subjects for judicial notice" provided
23 that the party provides the court with a copy of the relevant web page. *Caldwell v. Caldwell*, No. C
24 05-4166, 2006 WL 618511, at *4 (N.D. Cal. Mar. 13, 2006); *see also Frances Kenny Family Trust*
25 *v. World Sav. Bank FSB*, No. C 04-03724 WHA, 2005 WL 106792, at *1 (N.D. Cal. Jan. 19,
26 2005) (finding content on plaintiffs' website to be proper matter for judicial notice).

27 Furthermore, the Ninth Circuit has recognized that in ruling on a motion to dismiss, "in order
28 to '[p]revent plaintiffs from surviving a Rule 12(b)(6) motion by deliberately omitting . . .

documents upon which their claims are based,' a court may consider a writing referenced in a complaint but not explicitly incorporated therein if the complaint relies on the document and its authenticity is unquestioned." *Swartz v. KPMG LLP*, 476 F.3d 756, 763 (9th Cir. 2007) (citing *Parrino v. FHP, Inc.*, 146 F.3d 699, 706 (9th Cir. 1998) (later superseded by statute) (incorporating by reference insurance terms of service and administrative documents because the claim necessarily relied on plaintiff having been a member of the insurance plan); *Wietschner v. Monterey Pasta Co.*, 294 F. Supp. 2d 1102, 1108-09 (N.D. Cal. 2003) (judicially noticing press releases cited in the complaint). Under the doctrine of incorporation by reference, the Court may consider on a Rule 12(b)(6) motion not only documents attached to the complaint, but also documents whose contents are alleged in the complaint, provided the complaint "necessarily relies" on the documents or contents thereof, the document's authenticity is uncontested, and the document's relevance is uncontested. *Coto Settlement v. Eisenberg*, 593 F.3d 1031, 1038 (9th Cir.2010); *Fraley v. Facebook, Inc.*, 830 F.Supp.2d 785, 794-795 (N.D.Cal. 2011). This allows the court to consider the full text of a document that the plaintiffs' complaint relies on but only partially references. *See, e.g., In re Copper Mountain Sec. Litig.*, 311 F. Supp. 2d 857, 863 (N.D. Cal. 2004).

II. THE COURT SHOULD TAKE JUDICIAL NOTICE OF EXHIBITS A, B, C, D, E, AND F

A. (a) Webpage Exhibits A through D are relied upon by Plaintiffs and referenced in FAC

The accuracy of each of the referenced exhibits, printed out from the MoneyMutual website, is not subject to reasonable dispute and can be readily determined from sources whose accuracy cannot reasonably be questioned. Further, in relation to the webpage exhibit A through D, all of the exhibits come from sources referenced by Plaintiffs in the FAC. Therefore, Defendants' Request for Judicial Notice should be granted as to each exhibit via the Doctrine of Incorporation by reference.

With regard to Exhibit A, Plaintiffs' FAC refers to the MoneyMutual website as explaining "Getting your cash is as easy as 1-2-3. MoneyMutual is not a lender. Instead, we have built one of the nation's largest networks of online short-term lenders. After submitting your information, if you are

1 matched with a lender, MoneyMutual will redirect to the lender's web site where you will be able to
2 review loan terms and conditions. In many cases, the lender will then contact you to confirm your
3 personal information and finalize the loan. They may contact you via telephone, email, text messages,
4 etc. Please make sure that you respond in a timely manner to ensure that funds are deposited as
5 quickly as possible.” (FAC ¶80) This quote is taken directly from the MoneyMutual website page
6 entitled “Flow It Works,” accessible at <https://moneymutual.com/how-it-works> but Plaintiffs fails to
7 attach this webpage to their FAC. MoneyMutual also states that it is “NOT a lender,” and does not
8 know and will not know the terms of individual borrows and their prospective lenders; such
9 statements preclude reasonable reliance on any purported representation that the payday lenders’ loan
10 agreements comply with California law, since by definition MoneyMutual would have no knowledge.
11 Judicial notice of this page is therefore proper as the FAC has referred to same and that the existence
12 and the accuracy of these terms on the MoneyMutual webpage attached as Exhibit A to the
13 Declaration of Donald J. Putterman cannot be questioned. Accordingly, the Court should take
14 judicial notice of Exhibit A.

15 Exhibit B is the Code of Lender Conduct on MoneyMutual’s website and is referred to in
16 Plaintiffs’ FAC. The webpage “assures customer that all lenders on the MoneyMutual Network are
17 required to adhere to a Code of Conduct, which includes the requirement that lenders “comply with
18 any and all applicable federal and state collection practices laws and regulations.”” (FAC ¶81). The
19 reference to the Code of Conduct is taken from the page of MoneyMutual’s website entitled “The
20 MoneyMutual “Code of Lender Conduct”” accessible at <https://moneymutual.com/code-of-conduct>.
21 Plaintiffs however fail to attach this webpage to their FAC. Because Plaintiffs’ have necessarily
22 relied on and referred to this Code of Conduct at ¶¶81, 90 FAC and that the existence and the
23 accuracy of these terms on the MoneyMutual webpage attached as Exhibit B to the Declaration of
24 Donald J. Putterman cannot be questioned judicial notice of this page in its entirety is therefore
25 proper. Accordingly, the Court should take judicial notice of Exhibit B.

26 Plaintiffs’ FAC refers to the MoneyMutual Code of Lender Conduct (see Exhibit B and FAC
27 ¶¶ 81, 89, 90). Furthermore on the same website MoneyMutual expresses that it is not a lender (see
28

1 Exhibit A). Plain statements on the MoneyMutual website which Plaintiffs claim to have read show
2 the distinction between any representation about licensing and the actual terms of any Plaintiff's (or
3 class member's) loan agreement. With regards to misrepresentation, the terms of the loan agreements
4 would have been the proximate cause of Plaintiffs' losses, not any issue with regard to licensing.
5 Plaintiffs here fail to include this highly relevant page from MoneyMutual's website that is needed to
6 fully understand the basis of Plaintiffs alleged basis of claim: the page of MoneyMutual's website
7 entitled "Information about short term loans," accessible at [https://moneymutual.com/loan-fees-and-](https://moneymutual.com/loan-fees-and-repayment)
8 [repayment](https://moneymutual.com/loan-fees-and-repayment) which states, "Since MoneyMutual is not a lender, we are not able to provide or advertise
9 the actual terms, rates, annual percentage rates (APRs), or fees associated with the loan you may
10 receive. The reason for this is that the terms, rates, APRs and fees vary from lender to lender..."
11 Therefore, judicial notice of this webpage in its entirety, which is attached as Exhibit C to the
12 Declaration of Donald J. Putterman, is proper; the existence and accuracy of these terms on the
13 MoneyMutual webpage cannot be questioned. Accordingly, the Court should take judicial notice of
14 Exhibit C.

15 As to Exhibit D, Plaintiffs' FAC refers to the fact that Montel Williams endorses
16 MoneyMutual on its website ¶¶ 82,83 FAC quoted as saying "Money Mutual's online lending
17 network is a case source you can trust for finding a short term cash loan quickly and easily.". FAC
18 also alleges "There is also a logo "As seen on TV." ¶ 83. The reference to these quotes is taken from
19 the page of MoneyMutual's website entitled "Montel Williams Endorses MoneyMutual," accessible
20 at <https://moneymutual.com/montel-williams/> but again Plaintiffs fail to attach this page to their
21 FAC. Judicial notice of this page is therefore proper as the FAC has referred to same and that the
22 existence and the accuracy of these terms on the MoneyMutual webpage attached as Exhibit D to the
23 Declaration of Donald J. Putterman cannot be questioned. Accordingly, the Court should take
24 judicial notice of Exhibit D.

25 **III. CONCLUSION**

26 For the foregoing reasons, Defendant respectfully requests that the Court take judicial notice
27 of Exhibits A-D.
28

1 Dated: December 9, 2013

PUTTERMAN LOGAN LLP

2
3
4 By /S/

Donald J. Putterman
Attorneys For Defendants Money Mutual,
LLC; London Bay Capital, LLC; Montel
Williams; Glenn McKay; Partner Weekly,
LLC; TSS Acquisition Company, LLC;
John Hasman; Brian Rauch; Selling
Source, LLC

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Attorneys for Defendants MoneyMutual, LLC; London Bay
Capital, LLC; Montel Williams; Glenn McKay; PartnerWeekly,
LLC; Selling Source, LLC; TSS Acquisition Company, LLC;
John Hashman; Brian Rauch

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

SEAN L. GILBERT,
KEEYA MALONE,
KIMBERLY BILBREW,
CHARMAINE B. AQUINO on behalf of
themselves and all persons similarly situated,

Plaintiffs,

v.

BANK OF AMERICA, N.A. et al.,

Defendants.

No. 3:13-cv-01171-JSW

**DECLARATION OF DONALD J.
PUTTERMAN IN SUPPORT OF
REQUEST FOR JUDICIAL
NOTICE**

Date: January 24, 2014

Time: 9:00 a.m.

Courtroom: 11 – 19th Floor

I, DONALD J. PUTTERMAN, declare:

I. I am an active member in good standing of the State Bar of California and a partner at the law firm of Putterman Logan LLP, attorneys for Specially-Appearing Defendants Aaron Shoaf and Effective Marketing Solutions, LLC; and Defendants MoneyMutual, LLC; London Bay Capital, LLC; Montel Williams; Glenn McKay; PartnerWeekly, LLC; Selling Source, LLC; TSS Acquisition Company, LLC; John Hashman; and Brian Rauch in the above-captioned action. As shown in the context below, I have personal knowledge of the facts stated in this declaration.

1 2. Attached as Exhibit A hereto are true and correct copies of screenshots obtained on
2 November 22, 2013 from the URL of the page of MoneyMutual's website entitled "How It Works,"
3 <https://moneymutual.com/how-it-works>.

4 3. Attached as Exhibit B hereto are true and correct copies of screenshots obtained on
5 November 22, 2013 from the URL of the page of MoneyMutual's website entitled "The
6 MoneyMutual "Code of Lender Conduct", <https://moneymutual.com/code-of-conduct>.

7 4. Attached as Exhibit C hereto are true and correct copies of screenshots obtained on
8 November 22, 2013 from the URL of the page of MoneyMutual's website entitled "Information
9 about short term loans," <https://moneymutual.com/loan-fees-and-repayment>.

10 5. Attached as Exhibit D hereto is a true and correct copy of a screenshot obtained on
11 November 22, 2013 from the URL of the page of MoneyMutual's website entitled "Montel Williams
12 Endorses MoneyMutual," <https://moneymutual.com/montel-williams>.

13 I declare under penalty of perjury under the laws of the State of California that the foregoing
14 is true and correct.

15 Executed on December 9, 2013 at Walnut Creek, California

16
17 /S/

18 _____
Donald J. Putterman

EXHIBIT A

How Do You Get A Payday ...

MoneyMutual

Get up to \$1,000 as soon as tomorrow!*

TV **MONTEL WILLIAMS**

HOW IT WORKS
Getting your loan is easy as 1-2-3

MoneyMutual is not a lender. Instead, we have built one of the nation's largest networks of online short-term lenders. After submitting your information, if you are matched with a lender, MoneyMutual will redirect to the lender's web site where you will be able to review loan terms and conditions. In many cases, the lender will then contact you to confirm your personal information and finalize the loan. They may contact you via telephone, email, text messages, etc. Please make sure that you respond in a timely manner to ensure that funds are deposited as quickly as possible.

APPLY NOW!

Let's get started...

First Name _____ Last Name _____

How much would you like to borrow? Selected One

Email _____ Zip _____

GET STARTED

☐ I understand how this works and I agree with the terms and conditions of the MoneyMutual Terms of Web Site Use. I agree to the Privacy Policy, Terms of Web Site Use, and Consent to Receive Communications and Marketing.

TRUST **SECURE** **TESTED** **2013 AARP**

OLA **2013**

HOW IT WORKS
Getting your loan is easy as 1-2-3

MoneyMutual

HOW IT WORKS

Getting your cash is as easy as 1-2-3

At MoneyMutual.com

1. Visit MoneyMutual.com and click on the "Get a Loan" button.
2. Complete the online application and upload the required documents.
3. Receive your cash within 24 hours of approval.

At Lender Site

Any questions about loan repayment schedule and/or fees should be directed to the lender. If you have any questions about applying for a loan, we can be reached at 1-800-858-2138. Remember - MoneyMutual is not a lender, and will not be able to provide any alternatives regarding loan repayment, schedule fees or other loan terms.

OL★ CLUB

FSCB

card

Getting your cash is easy as 1-2-3.

EXHIBIT B

MoneyMutual

Get up to \$1,000 as soon as tomorrow!*

*MoneyMutual's online lending network is a cash advance source you can test for today. Apply quickly and easily.

TV MONTIEL WILLIAMS

APPLY NOW!

Let's get started...

First Name Last Name

How much would you like to borrow?

Select One

Email Zip

GET STARTED

Privacy Policy Terms of Use Site Map Contact Us

The MoneyMutual "Code of Lender Conduct"

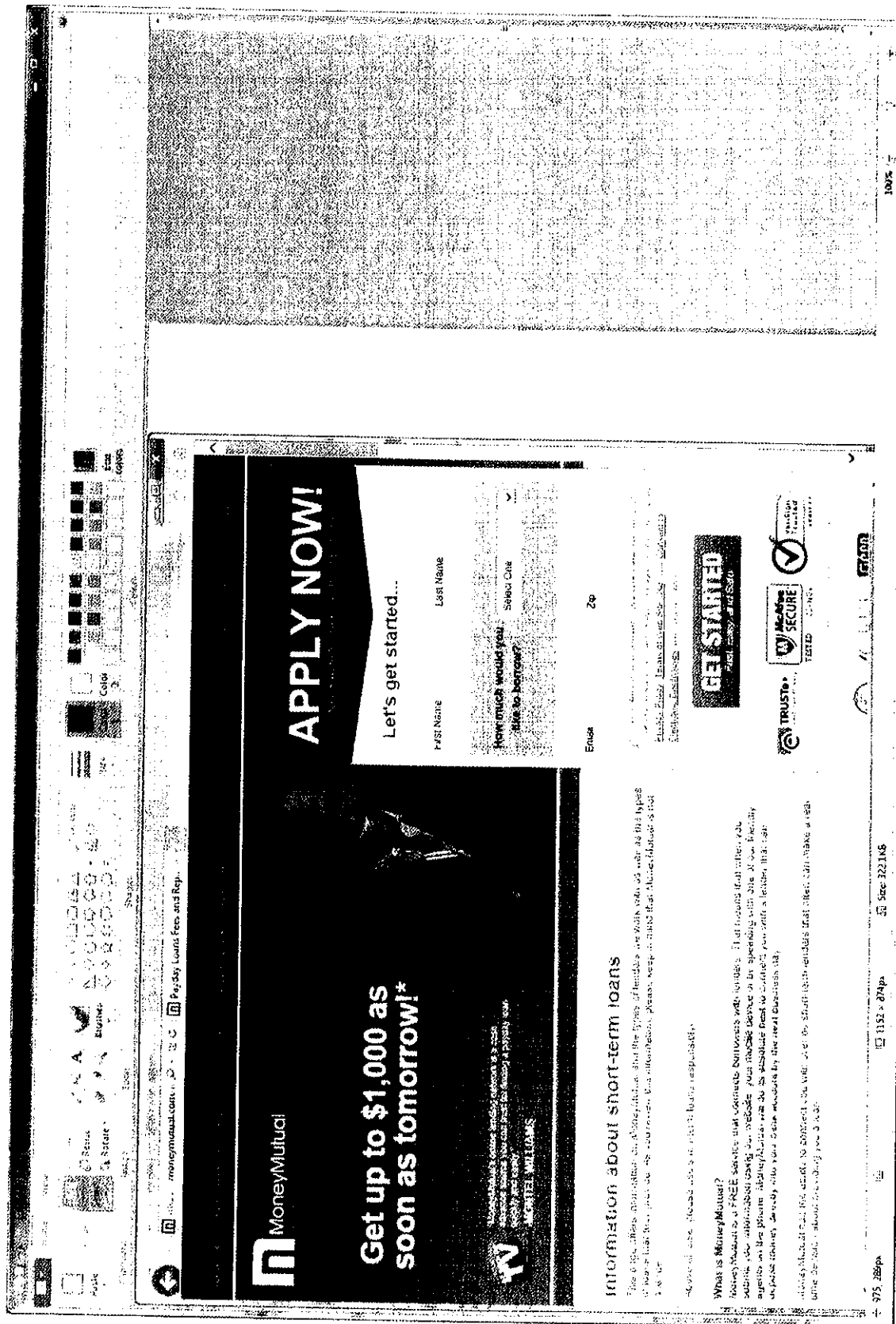
Lenders participating in the MoneyMutual Lending Network are required to adhere to the following Code of Lender Conduct.

- 1 Lenders shall not use your information to sell other products or services, or otherwise market to your information.
- 2 Lenders shall not resell your information to any third-party, or otherwise use your information other than for the sole purpose of fulfilling the loan and/or communicating with you about your loan.
- 3 Lenders shall provide a customer service phone number and shall be responsive and helpful in addressing your concerns. The lender shall attend to your questions, issues and complaints in a reasonable and professional manner, within 2 business days of request.
- 4 Lenders shall clearly and conspicuously present you with all relevant information about the terms and conditions of the loan before obtaining your consent, including, but not limited to:
 - the amount of the loan,
 - the term of the loan, including any renewal policies,
 - schedule of payments, including when funds will be withdrawn,
 - any fees or interest associated with the loan
 - consequences of late payment or non-payment

TRUST **McAfee SECURE** **VeriSign**

TESTED 12 NOV

EXHIBIT C










MoneyMutual.com

Payday Loans Fees and Rep...

TESTED 22-NOV

MoneyMutual has the ability to connect you with over 60 short-term lenders that often can make a real-time decision about providing you a loan.

At MoneyMutual.com

1.       

At Lender Site

What kind of lenders can MoneyMutual match me with?

MoneyMutual works with many types of lenders and each offers different types of loan products. Most of these lenders offer short-term loans that are meant to last about 2 to 4 weeks, depending on which lender you are matched with.

Those who are approved are often offered somewhere between \$300 - \$1000 depending on factors like your monthly income, how long you have had your job, etc. These loans are also sometimes referred to as payday loans, cash advance loans, payday advances, etc.

In addition to better serve the needs of our customers, MoneyMutual has also partnered with lenders



moneymutual.com • 800.762.2222 • Payday Loans Fees and Rep. • as payday loans advance loans provide advances etc.

In addition to better serve the needs of our customers, MoneyMutual has also partnered with lenders that offer other types of loan products, such as installment loans, lines of credit, title loans, and auto equity loans.

How much do I have to pay back? What is the APR?

Since MoneyMutual is not a lender, we are not able to provide or advertise the actual terms, rates, annual percentage rates (APRs), or fees associated with the loan you may receive. The reason for this is that the terms, rates, APRs and fees vary from lender to lender.

If we are able to match you with a lender, you will be shown this information by that lender when we connect you with them.

Please review this information carefully and make sure that you understand how much money you will receive and how much you are required to pay back.

Each lender should provide its loan terms clearly and in a way that is easy to understand. If you do not understand the terms of the loan or don't agree with them (including the APR), do not continue or agree to the terms and do not provide your electronic signature.

You are not obligated to accept the terms for any reason, however, you will not receive the loan if you do not agree.

What happens if I don't pay the loan back on time or don't pay it back at all?

If you accept the terms and conditions of the loan offered to you by the lender you are matched with, you are agreeing to pay that loan back. Partial payment, non-payment or late payment of your loan may result in additional fees, legal collection action, or your failure to pay being reported to a consumer reporting agency.

Every lender has different terms and conditions for their loans. Most lenders are willing to work with you if you should need some help. If you have questions or need more information, please call your lender directly. Let them know that you were matched with them through MoneyMutual, and they will be happy to help. If you have any issue contacting them, please let us know.























What is the renewal policy for these types of loans?

Renewal policies are offered for every lender. As a convenience to you, some lenders may agree to alternative payment options. Some options may result in a renewed loan and additional loan fees. Please make sure to review your lender's renewal policies and make your payment preferences known to your lender. If you have questions or need more information on renewal policies, please call your lender directly. Let them know that you were matched with them through MoneyMutual, and they will be happy to help. If you have any issue contacting them, please let us know.

MoneyMutual provides its services in compliance with Federal and applicable law. We work hard to provide a quick and easy service for our customers. If you have any questions, issues or concerns, please contact us immediately at (800) 741-3300 or customerservice@moneymutual.com.

You may also contact us via snail mail at the address below.









MoneyMutual
8174 S. Las Vegas Blvd. Suite #109-432
Las Vegas, NV 89123








































Money Mutual provides its services in compliance with federal and applicable law. We work hard to provide a quick and easy service to our customers. If you have any questions, issues or concerns, please contact us immediately at (800) 411-3300 or customerservice@moneymutual.com.









You may also contact us via email at the address below:









Money Mutual
 6174 S. Las Vegas Blvd. Suite #105-432
 Las Vegas, NV 89123


















EXHIBIT D

APPLY NOW!

Let's get started...

First Name Last Name

How important would you like to be?

Email Zip

By clicking the "Apply Now" button, you agree that you are a U.S. resident and that you are at least 18 years old. You agree to provide accurate information and to keep it up to date. You agree to be contacted by Money Mutual and its affiliates for promotional purposes. You agree to be added to our mailing list. You agree to be added to our database for future contact. You agree to be added to our database for future contact. You agree to be added to our database for future contact.

GET STARTED



Montel Williams Endorses Money Mutual

Many people who know Montel Williams remember him as the host of one of the most popular TV shows, *The Montel Williams Show*. But Montel remains in the public eye by continuing to be outspoken on a number of issues, and also the spokesperson for Money Mutual. He has been quite outspoken over the years for finding ways to help those in need.

Money Mutual endorses Money Mutual because it helps provide people who have no other short-term cash alternatives, access to lenders who offer payday loans and cash advances. Endorsement loans can provide an option to people who experience an emergency situation and find it difficult to pay expenses due to lack of funds or credit.

Money Mutual always believes in being able to provide people with information to help them live better financially, especially financially, and personally. We understand that people encounter unexpected expenses in life, and having access to their emergency cash can make a big difference. Montel has spent a great deal of his life helping others, first as a coach in the making of the MS Foundation to this work with a wide variety of charities. He continues to support products and companies that are able to help people who are in dire financial situations.

Money Mutual is a payday loan that is the answer to a bad financial situation and that you can make the situation worse. Because cash advances have helped so many people in financial crisis, Money Mutual's Money Mutual and the loan matching service is a great way to help people who are in dire financial situations and who are in need of cash and who are in need of cash.

"Montel Williams endorses Money Mutual and the loan matching service it provides"

Montel knows that there are many reasons why people choose a cash advance. More often than not, it is a temporary method of dealing with unexpected expenses like a medical bill or a wedding bill. When used responsibly and paid back promptly, the loan can be a sensible way of handling unexpected expenses and that is why so many people choose to make use of it.

Understanding how a payday loan works is important before you make the decision to apply. Be sure to ask yourself if this type of loan could help you with your current financial situation and if you will be able to pay it back on time. If you have an unexpected expense and you still have some time before payday, it certainly could help you a great deal.

Rather than bounce a check, or receive late payment penalties, Money Mutual's loan matching service can help you avoid the embarrassment of having a bounced check. According to Montel Williams, "Money Mutual's loan matching service is the only loan you can trust for finding a short-term loan quickly and easily." Visit our www.money-mutual.com page for more information.

DONALD J. PUTTERMAN (BAR NO. 90822)
PUTTERMAN LOGAN LLP
580 California Street, 12th Floor
San Francisco, CA 94104

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Tel: (415) 839-8779

Fax: (415) 376-0956

E-mail: dputterman@plglawyers.com

Attorneys for Defendants MoneyMutual, LLC; London Bay
Capital, LLC; Montel Williams; Glenn McKay; PartnerWeekly,
LLC; Selling Source, LLC; TSS Acquisition Company, LLC;
John Hashman; Brian Rauch

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

SEAN L. GILBERT,
KEEYA MALONE,
KIMBERLY BILBREW,
CHARMAINE B. AQUINO on behalf of
themselves and all persons similarly situated,

Plaintiffs,

v.

BANK OF AMERICA, N.A. et al.,

Defendants.

No. 3:13-cv-01171-JSW

**DECLARATION OF DONALD J.
PUTTERMAN IN SUPPORT OF
REQUEST FOR JUDICIAL
NOTICE**

Date: January 24, 2014

Time: 9:00 a.m.

Courtroom: 11 – 19th Floor

I, DONALD J. PUTTERMAN, declare:

I. I am an active member in good standing of the State Bar of California and a partner at the law firm of Putterman Logan LLP, attorneys for Specially-Appearing Defendants Aaron Shoaf and Effective Marketing Solutions, LLC; and Defendants MoneyMutual, LLC; London Bay Capital, LLC; Montel Williams; Glenn McKay; PartnerWeekly, LLC; Selling Source, LLC; TSS Acquisition Company, LLC; John Hashman; and Brian Rauch in the above-captioned action. As shown in the context below, I have personal knowledge of the facts stated in this declaration.

Executed on December 9, 2013 at Walnut Creek, California

Donald J. Putterman

EXHIBIT A

MoneyMutual

APPLY NOW!

Let's get started...

First Name Last Name

How much would you like to borrow? Selected One

Email Zip

GET STARTED

By clicking "GET STARTED", you agree to the MoneyMutual Terms of Use and Privacy Policy. Terms of Use See Us at a Consistent Electronic Disclosure and your consent.

TRUSTED • VERIFIED BY PAY • SECURE • TESTED • 22 NOV • VERIFIED

OLM • FISH • CASH

MoneyMutual is NOT a lender. Instead, we have built one of the nation's largest networks of online short-term lenders. After submitting your information, if you are matched with a lender, MoneyMutual will redirect to the lender's web site where you will be able to review loan terms and conditions. In many cases, the lender will then contact you to confirm your personal information and finalize the loan. They may contact you via telephone, email, text messages, etc. Please make sure that you respond at a timely manner to ensure that funds are deposited as quickly as possible.

How it Works

Getting your cash is easy as 1-2-3

MoneyMutual

HOW IT WORKS

Getting your cash is easy as 1-2-3

The screenshot shows the MoneyMutual.com website. At the top, there is a navigation bar with the text "How Do You Get A Payday ...". Below this, a large banner reads "HOW TO WORK" and "Getting your cash is easy as 1-2-3". The main content area is divided into three numbered steps:

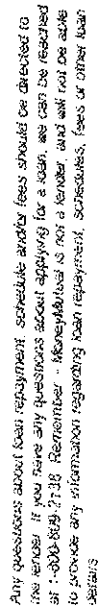
- 1** **At MoneyMutual.com**

1. Visit our website and complete our online application.
- 2** **At Lender Site**

2. We'll connect you with a lender who can help you get the cash you need.
- 3** **At Lender Site**

3. Once approved, you'll receive your cash quickly and easily.

At the bottom right, there is a disclaimer: "Any questions about loan repayment, schedule and/or fees should be directed to the lender. If you have any questions about applying for a loan, we can be reached at 1-855-875-7135. Remember - MoneyMutual is not a lender and will not be doing so. We are only providing information regarding loan repayment, schedules, fees or other loan information." The MoneyMutual logo is in the top right corner.

[illegible][illegible]

Getting your cash is easy as 1-2-3.

[illegible]

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المعروف باسم "الخطوط العريضة" أو "الخطط العامة" وهي توضح بشكل مبسط هيكل المشروع وأهدافه الرئيسية.

[illegible]
$$x^2 - 2x + 3 = (x-1)^2 + 2$$

EXHIBIT B

MoneyMutual

Get up to \$1,000 as soon as tomorrow!*

MoneyMutual's online lending network is a cash advance source that can fund a payday loan quickly and easily.

TV

THE MONEYMUTUAL "CODE OF LENDER CONDUCT"

Lenders participating in the MoneyMutual Lending Network are required to adhere to the following Code of Lender Conduct:

1. Lenders shall not use your information to sell other products or services or otherwise market to your information.
2. Lenders shall not resell your information to any third-party or otherwise use your information other than for the sole purpose of fulfilling the loan and/or communicating with you about your loan.
3. Lenders shall provide a customer service phone number and shall be responsive and helpful in addressing your concerns. The lender shall attend to your questions, issues and complaints in a reasonable and professional manner within 2 business days of request.
4. Lenders shall clearly and conspicuously present you with all relevant information about the terms and conditions of the loan before obtaining your consent, including, but not limited to:
 - the amount of the loan,
 - the term of the loan, including any renewal policies
 - schedule of payments, including when funds will be withdrawn,
 - any fees or interest associated with the loan,
 - consequences of late payment or non-payment.

APPLY NOW!

Let's get started...

First Name Last Name

How much would you like to borrow?

Select One

Email Zip


GET STARTED

TRUST • **McAfee SECURE** • TESTED 22-NOV-13

Version Tracked 12/18/13



EXHIBIT C



Get up to \$1,000 as soon as tomorrow!*

*Subject to credit review. Funds available within 1-2 days. Amount limited by state. See terms at moneymutual.com. © 2013 MoneyMutual, Inc. All rights reserved.

APPLY NOW!

Let's get started...

First Name Last Name

How much would you like to borrow?

Select One

Enak

GET STARTED

TRUST

W MONEY SECURE

100%

Information about short-term loans



The MoneyMutual website is a FREE service that connects borrowers with lenders. That means that when you apply for a loan, you are not locked into any specific lender or terms. You can shop around for the best loan for you. MoneyMutual will do its absolute best to connect you with a lender that can help you get the money you need as fast as possible.

MoneyMutual is not a lender. It is a platform that connects borrowers with lenders. That means that when you apply for a loan, you are not locked into any specific lender or terms. You can shop around for the best loan for you. MoneyMutual will do its absolute best to connect you with a lender that can help you get the money you need as fast as possible.

9/11 2013



1152 x 874px

322x168





<https://moneymutual.com/>

 Payday Loans Fees and Repayment

MoneyMutual has the ability to connect you with over 60 short-term lenders that often can make a real-time decision about providing you a loan

TESTED 22-NOV 14:44

At MoneyMutual.com

At Lender Site

What kind of lenders can MoneyMutual match me with?
 MoneyMutual works with many types of lenders and each offers different types of loan products. Most of these lenders offer short-term loans that are meant to last about 2 to 4 weeks, depending on which lender you are matched with.

Those who are approved are often offered somewhere between \$300 - \$1800 depending on factors like your monthly income, how long you have had your job, etc. These loans are also sometimes referred to as payday loans, cash advance loans, payday advances, etc.

In addition to better serve the needs of our customers, MoneyMutual has also partnered with lenders



moneyMutt.com Payday Loans Fees and Rep... x
as payday loans cash advance loans payday advances etc

In addition to better serve the needs of our customers, MoneyMutt has also partnered with lenders that offer other types of loan products, such as installment loans, lines of credit, title loans, and auto equity loans.

How much do I have to pay back? What is the APR?

Since MoneyMutt is not a lender, we are not able to provide or advertise the actual terms, rates, annual percentage rates (APRs), or fees associated with the loan you may receive. The reason for this is that the terms, rates, APRs and fees vary from lender to lender.

If we are able to match you with a lender, you will be shown this information by that lender when we connect you with them.

Please review this information carefully and make sure that you understand how much money you will receive and how much you are required to pay back.

Each lender should provide its loan terms clearly and in a way that is easy to understand. If you do not understand the terms of the loan or don't agree with them (including the APR), do not continue or agree to the terms and do not provide your electronic signature.

You are not obligated to accept the terms for any reason, however, you will not receive the loan if you do not agree.

What happens if I don't pay the loan back on time or don't pay it back at all?

If you accept the terms and conditions of the loan offered to you by the lender you are matched with, you are agreeing to pay that loan back. Partial payment, non-payment or late payment of your loan may result in additional fees, legal collection action, or your failure to pay being reported to a consumer reporting agency.

Every lender has different terms and conditions for their loans. Most lenders are willing to work with you if you should need some help. If you have questions or need more information, please call your lender directly. Let them know that you were matched with them through MoneyMutt, and they will be happy to help. If you have any issue contacting them, please let us know.

What is the renewal policy for these types of loans?

Renewal policies are different for every lender. As a convenience to you, some lenders may agree to alternative payment options. Some options may result in a renewed loan and additional loan fees.

Please make sure to review your lender's renewal policies and make your payment preferences known to your lender. If you have questions or need more information on renewal policies, please call your lender directly. Let them know that you were matched with them through MoneyMutt, and they will be happy to help. If you have any issue contacting them, please let us know.

MoneyMutt provides its services in compliance with Federal and applicable law. We work hard to provide a quick and easy service for our customers. If you have any questions, issues or concerns, please contact us immediately at (800) 41-3308 or customerservice@moneyMutt.com.

You may also contact us via snail mail at the address below.

MoneyMutt
8174 S. Las Vegas Blvd. Suite #109-432
Las Vegas, NV 89123



EXHIBIT D

APPLY NOW!

Let's get started...

First Name Last Name

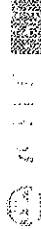
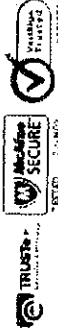
How much would you like to borrow?

Select One

Email Zip

☐ By submitting this form, you agree that you are not a resident of any state other than the state of your primary residence. Terms of Use and Privacy Policy. Electronic Disclosure of Information.

GET STARTED



Montel Williams Endorses Money Mutual

Many people who know Montel Williams remember him as the host of the reality-TV show *The Montel Williams Show*. But Montel continues to be a public presence by continuing to be outspoken on a number of issues, and also the spokesperson for Money Mutual. He has been quite outspoken over the years for finding ways to help those in need.

Montel has endorsed Money Mutual because it helps provide people who have no other short-term cash alternatives, access to money who other payday loans and cash advances. Short-term loans can provide an option to those who experience an emergency situation and find it difficult to pay expenses due to lack of funds or credit.

Montel has always taken pride in being able to provide people with information to help them live better physically, spiritually, financially, and emotionally. He understands that people experience unexpected expenses in life, and having access to that emergency cash when they need it the most, can really make a difference. Williams has spent a great deal of his life helping others, from his career in the military to his founding of the MS Foundation to his work with a wide variety of charities. He continues to support products and companies that are able to help people who are in dire financial conditions.

In many cases, a payday loan may be the answer to a bad financial situation and only help you avoid making the situation worse. Because cash advances have helped so many people in financial crisis, Montel Williams endorses Money Mutual and the loan matching service it provides. He also promotes the idea of choosing and using payday loans and short-term cash advances in a responsible manner.

"Montel Williams endorses Money Mutual and the loan matching service it provides"

Montel knows that there are many reasons why people choose a cash advance. More often than not, it is a temporary method of dealing with unexpected expenses like a mechanic's bill or a medical bill. When used responsibly and paid back promptly, the loan can be a sensible way of handling unexpected expenses and that is why so many people choose to make use of it.

Understanding how a payday loan works is important before you make the decision to apply. Be sure to ask yourself if the type of loan could help you with your current financial situation and if you will be able to pay it back on time. If you receive an unexpected expense and you still have time before payday, a cash advance could help you a great deal.

When you borrow a check or receive late payment penalties, Montel believes that getting a short-term cash loan from Money Mutual's network of participating lenders can help provide the immediate assistance to avoid expensive fees. According to Montel Williams, "Money Mutual's online lending network is the only source you can trust for finding a short-term loan quickly and easily." Visit www.MoneyMutual.com for more information.

DONALD J. PUTTERMAN (BAR NO. 90822)
PUTTERMAN LOGAN LLP
580 California Street, 12th Floor
San Francisco, CA 94104

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Fax: (415) 376-0956

E-mail: dputterman@plglawyers.com

Attorneys for Defendants MoneyMutual, LLC; London Bay
Capital, LLC; Montel Williams; Glenn McKay; PartnerWeekly,
LLC; Selling Source, LLC; TSS Acquisition Company, LLC;
John Hashman; Brian Rauch

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

SEAN L. GILBERT,
KEEYA MALONE,
KIMBERLY BILBREW,
CHARMAINE B. AQUINO on behalf of
themselves and all persons similarly situated,

Plaintiffs,

v.

BANK OF AMERICA, N.A. et al.,

Defendants.

No. 3:13-cv-01171-JSW

**DECLARATION OF DONALD J.
PUTTERMAN IN SUPPORT OF
REQUEST FOR JUDICIAL
NOTICE**

Date: January 24, 2014

Time: 9:00 a.m.

Courtroom: 11 – 19th Floor

I, DONALD J. PUTTERMAN, declare:

I. I am an active member in good standing of the State Bar of California and a partner at the law firm of Putterman Logan LLP, attorneys for Specially-Appearing Defendants Aaron Shoaf and Effective Marketing Solutions, LLC; and Defendants MoneyMutual, LLC; London Bay Capital, LLC; Montel Williams; Glenn McKay; PartnerWeekly, LLC; Selling Source, LLC; TSS Acquisition Company, LLC; John Hashman; and Brian Rauch in the above-captioned action. As shown in the context below, I have personal knowledge of the facts stated in this declaration.

Donald J. Putterman

EXHIBIT A

How Do You Get A Payday ... x

MoneyMutual

Get up to \$1,000 as soon as tomorrow!*

Montel Williams

How It Works

MoneyMutual is NOT a lender. Instead, we have built one of the nation's largest networks of online short-term lenders. After submitting your information, if you are matched with a lender, MoneyMutual will redirect to the lender's web site where you will be able to review loan terms and conditions. In many cases, the lender will then contact you to confirm your personal information and finalize the loan. They may contact you via telephone, email, text messages, etc. Please make sure that you respond in a timely manner to ensure that funds are deposited as quickly as possible.

How MoneyMutual Works

MoneyMutual

Getting your Cash is easy as 1-2-3

APPLY NOW!

Let's get started...

First Name Last Name

How much would you like to borrow? Select One

Email Zip

GET STARTED

McAfee SECURE

TRUSTe

TESTED

Verified Trusted

OLA / CHER

Privacy Policy Terms of Web Site Use and Consent to Electronic Disclosures and Acknowledgment

The screenshot shows a web browser window with the MoneyMutual.com website. The browser's address bar shows "http://www.money-mutual.com/". The website has a dark header with the "OLA / CFPB" logo and "FSCA" and "CFSA" logos. The main content area features a large banner with the text "How it works" and "Getting your cash is easy as 1-2-3". Below the banner, there are three numbered steps: 1. "At MoneyMutual.com", 2. "At Lender Site", and 3. "At Lender Site". Each step is accompanied by an icon: a computer for step 1, a person at a desk for step 2, and a checkmark for step 3. The text for step 1 says "Fill out a simple online application". The text for step 2 says "Review your loan offer and accept it". The text for step 3 says "Get your cash". At the bottom, there is a disclaimer: "Any questions about loan repayment: schedule and/or fees should be directed to the lender. If you have any questions about applying for a loan, we can be reached at 1-800-809-2136. Remember - MoneyMutual is not a lender, and will not be able to give you any information regarding loan repayment, schedules, fees or other loan terms." The browser's status bar at the bottom shows "http://www.money-mutual.com/".

OLA / CFPB FSCA CFSA

How it works

Getting your cash is easy as 1-2-3

1. Fill out a simple online application

2. Review your loan offer and accept it

3. Get your cash

At MoneyMutual.com

At Lender Site

Any questions about loan repayment: schedule and/or fees should be directed to the lender. If you have any questions about applying for a loan, we can be reached at 1-800-809-2136. Remember - MoneyMutual is not a lender, and will not be able to give you any information regarding loan repayment, schedules, fees or other loan terms.

Any questions about loan repayment schedules and/or fees should be directed to the lender. If you have any questions about applying for a loan, we can be reached at 1-800-875-2732. Remember, a bankruptcy is not a lender, and will not be able to provide any information regarding loan repayment, schedules, fees or other loan details.

EXHIBIT B

MoneyMutual

Get up to \$1,000 as soon as tomorrow!*

MoneyMutual's online lending network is a cash advance service you can trust (as strong a percentage, higher and faster).

TV **MONTY WILLIAMS**

APPLY NOW!

Let's get started...

First Name Last Name

Email Zip

How much would you like to borrow?

Select One

GET STARTED

By clicking "GET STARTED", you agree to the MoneyMutual Lending Network Terms of Service and Privacy Policy.

The MoneyMutual "Code of Lender Conduct"

Lenders participating at the MoneyMutual Lending Network are required to adhere to the following Code of Lender Conduct:


1. Lenders shall not use your information to sell other products or services or otherwise market to your information.
2. Lenders shall not resell your information to any third-party, or otherwise use your information other than for the sole purpose of fulfilling the loan and/or communicating with you about your loan.
3. Lenders shall provide a customer service phone number and shall be responsive and helpful in addressing your concerns. The lender shall attend to your questions, issues and complaints in a reasonable and professional manner, within 2 business days of request.
4. Lenders shall clearly and conspicuously present you with all relevant information about the terms and conditions of the loan before obtaining your consent, including, but not limited to:
 - the amount of the loan,
 - the term of the loan, including any renewal policies,
 - schedule of payments, including when funds will be withdrawn,
 - any fees or interest associated with the loan,
 - consequences of late payment or non-payment.

TRUSTe **McAfee SECURE** **TESTED 22-NOV** **VeriSign**

[illegible]




EXHIBIT C

2000

moneyMutual.com  TESTED 22 NOV

MoneyMutual has the ability to connect you with over 60 short-term lenders that often can make a real-time decision about providing you a loan.

At MoneyMutual.com

1  2  3 



At Lender Site

What kind of lenders can MoneyMutual match me with?

MoneyMutual works with many types of lenders and each offers different types of loan products. Most of these lenders offer short-term loans that are meant to last about 2 to 4 weeks, depending on which lender you are matched with.

Those who are approved are often offered somewhere between \$300 - \$1000 depending on factors like your monthly income, how long you have had your job, etc. These loans are also sometimes referred to as payday loans, cash advance loans, payday advances, etc.

In addition to better serve the needs of our customers, MoneyMutual has also partnered with lenders


<http://moneymutual.com>
 Payday Loans Fees and Rep...

as payday loans, cash advance loans, payday advances, etc.

In addition to better serve the needs of our customers, MoneyMutual has also partnered with lenders that offer other types of loan products, such as: installment loans, lines of credit, title loans, and auto equity loans.

How much do I have to pay back? What is the APR?

Since MoneyMutual is not a lender, we are not able to provide or advertise the actual terms, rates, annual percentage rates (APRs), or fees associated with the loan you may receive. The reason for this is that the terms, rates, APRs and fees vary from lender to lender.

If we are able to match you with a lender, you will be shown this information by that lender when we connect you with them.

Please review this information carefully and make sure that you understand how much money you will receive and how much you are required to pay back.

Each lender should provide its loan terms clearly and in a way that is easy to understand. If you do not understand the terms of the loan or don't agree with them (including the APR), do not continue or agree to the terms and do not provide your electronic signature.

You are not obligated to accept the terms for any reason; however, you will not receive the loan if you do not agree.

What happens if I don't pay the loan back on time or don't pay it back at all?

If you accept the terms and conditions of the loan offered to you by the lender, you are matched with you are agreeing to pay that loan back. Partial payment, non-payment or late payment of your loan may result in additional fees, legal collection action, or your failure to pay being reported to a consumer reporting agency.

Every lender has different terms and conditions for their loans. Most lenders are willing to work with you if you should need some help. If you have questions or need more information, please call your lender directly. Let them know that you were matched with them through MoneyMutual, and they will be happy to help. If you have any issue contacting them, please let us know.


What is the renewal policy for these types of loans?


Renewal policies are different for every lender. As a convenience to you, some lenders may agree to alternative payment options. Some options may result in a renewed loan and additional loan fees. Please make sure to review your lender's renewal policies, and make your payment preferences known to your lender. If you have questions or need more information on renewal policies, please call your lender directly. Let them know that you were matched with them through MoneyMutual, and they will be happy to help. If you have any issue contacting them, please let us know.

MoneyMutual provides its services in compliance with Federal and applicable law. We work hard to provide a quick and easy service for our customers. If you have any questions, issues or concerns, please contact us immediately at: 1-800-747-3362 or customerservice@moneymutual.com.

You may also contact us via email at the address below.

MoneyMutual
 8174 S. Las Vegas Blvd. Suite #109-432
 Las Vegas, NV 89123


money.mutual.com


Payday Loans Fees and Repayment

Money Mutual provides AS SERVICES at compliance with federal and applicable law. We work hard to provide a quick and easy service for our customers. If you have any questions, issues or concerns, please contact us immediately at (800) 741-3300 or customer.service@money.mutual.com

You may also contact us via snail mail at the address below:

Money Mutual
 8774 S. Las Vegas Blvd. Suite #109-432
 Las Vegas, NV 89123

Payday Loans

Quick Loans

Instant Loans

Money Mutual

Money Mutual

Money Mutual

Checklist

What to Expect

Customer Service

Payment Options

Financial Services

Business & Personal

College

Home & Auto

Personal

Auto Loans

Personal Loans

Payday Loans

Payday Loans

Money Mutual is a leading provider of payday loans in the United States. We offer a variety of loan options to meet your needs. Our loans are designed to help you get through tough financial times. We offer a variety of loan options to meet your needs. Our loans are designed to help you get through tough financial times.

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EXHIBIT D

APPLY NOW!

Let's get started...

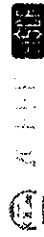
First Name Last Name

Email Address (include your
Name for MoneyMutual)

Select One

Phone Zip

By clicking the button below, you agree that you are not a
minor, at least 18 years of age, and have the legal right to
provide your information. I agree to the Terms of Use and Privacy Policy.
Please check the box if you are a U.S. resident.
I am a U.S. resident. ☐ I am not a U.S. resident. ☐



Montel Williams Endorses Money Mutual

Many people who know Montel Williams remember him as the host of the long-running talk show *The Montel Williams Show*. But Montel's talents are not limited to the public stage. By continuing to be outspoken on a number of issues, and also the spokesperson for MoneyMutual, he has been quite outspoken over the years for strong ways to help those in need.

Montel has endorsed MoneyMutual because it helps provide people who have no other short-term cash alternatives with access to lenders who offer payday loans and cash advances. Short-term loans can provide an option to those who experience an emergency situation and find it difficult to pay expenses due to lack of funds or cash.

Montel has always taken pride in being able to provide people with information to help them live better physically, spiritually, financially, and emotionally. He understands that people encounter unexpected expenses in life, and coming across to that emergency when they need it the most can really make a difference. Montel has spent a great deal of his life helping others, from his career as the founder of the *USA Today* Foundation to his work with a wide variety of charities. He continues to support products and companies that are able to help people who are in need.

It's really easy to see why Montel is a big advocate for a cash advance. More often than not, it's a temporary method of dealing with unexpected expenses like a medical bill or a car repair. When used responsibly and paid back properly, the loan can be a sensible way of handling unexpected expenses and that is why so many people choose to make use of it.

"Montel Williams endorses Money Mutual and the loan matching service it provides"

Understanding how a payday loan works is important before you make the decision to apply. Be sure to ask yourself if this type of loan could help you with your current financial situation and if you are able to pay it back on time. If you have an unexpected expense and you still have some time before payday, a payday loan may help you a great deal.

Another way to make a check, or receive late payment penalties, Montel believes that getting a short-term cash loan from MoneyMutual's network of participating lenders can help provide the immediate assistance to avoid expensive fees. According to Montel Williams, MoneyMutual's online lending network is the only source you can trust for finding a short-term loan quickly and easily. Visit our [Montel Williams Endorses MoneyMutual](#) page for more information.

